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8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 NAM HYUN LEE,  
aka "Daniel Lee,"  
16 aka "Daniel Nam Lee,"  
aka "Nam Lee,"

17 Defendant.  
18

SA CR No. 18-00226-JVS

PLEA AGREEMENT FOR DEFENDANT  
NAM HYUN LEE

19 1. This constitutes the plea agreement between Nam Hyun Lee  
20 ("defendant") and the United States Attorney's Office for the Central  
21 District of California (the "USAO") in the above-captioned case.  
22 This agreement is limited to the USAO and cannot bind any other  
23 federal, state, local, or foreign prosecuting, enforcement,  
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and  
28 provided by the Court, appear and plead guilty to count two of the

1 indictment in United States v. Nam Hyun Lee, SA CR No. 18-00226-JVS,  
2 which charges defendant with importing merchandise contrary to law,  
3 in violation of 18 U.S.C. § 545.

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered  
8 for service of sentence, obey all conditions of any bond, and obey  
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be  
11 excluded for sentencing purposes under United States Sentencing  
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States  
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant lacks the ability to pay and  
18 prior to sentencing submits a completed financial statement on a form  
19 to be provided by the USAO.

20 h. Make restitution, and not seek the discharge of any  
21 restitution obligation, in whole or in part, in any present or future  
22 bankruptcy proceeding.

23 3. Defendant further agrees:

24 a. Truthfully to disclose to law enforcement officials,  
25 at a date and time to be set by the USAO, the location of,  
26 defendant's ownership interest in, and all other information known to  
27 defendant about, all monies, properties, and/or assets of any kind,  
28 derived from or acquired as a result of, or used to facilitate the

mission of, defendant's illegal activities, and to forfeit all  
2 right, title, and interest in and to such items, specifically  
3 including all right, title, and interest in and to all United States  
4 currency, property and assets, including the following monies,  
5 properties, and/or assets that defendant admits constitute the  
6 proceeds of defendant's illegal activity in violation of 18 U.S.C.  
7 §§ 371, 545.

8           i. The property located at 1515 West Domingo Road,  
9 Fullerton, California, with Assessor's Parcel Number 287-071-28.  
10 Title to the real property is currently held in the names of  
11 defendant LEE's children: Lemuel Lee (40 percent), Yoon Ji Lee (30  
12 percent), and Yoon Jung Lee (30 percent), all of whom are siblings,  
13 all as tenants in common;

14           ii. \$37,702.57 in bank funds from Open Bank account  
15 number ending in last four digits 5415, held in the name of Hasim  
16 Distribution Inc., seized on or about November 28, 2018 pursuant to a  
17 federal seizure warrant;

18           iii. \$34,820.81 in bank funds from Open Bank account  
19 number ending in last four digits 4889, held in the name of Dalee  
20 Supply, Inc., seized on or about November 28, 2018 pursuant to a  
21 federal seizure warrant;

22           iv. \$3,000.00 in bank funds from Open Bank account  
23 number ending in last four digits 5423, held in the name of Hasim  
24 Enterprise, LLC, seized on or about November 28, 2018 pursuant to a  
25 federal seizure warrant;

26           v. \$150,000.00 in funds from a check drawn from Bank  
27 of America account number ending in last four digits 3350, held in  
28 the name of Charles Schwab, in the amount of \$150,000.00 payable to

1 Yoon Ji Lee and Lemuel Lee that was seized from defendant's residence  
2 on or about October 31, 2018 pursuant to federal search and seizure  
3 warrants;

4 vi. \$100,000.00 in funds from a check in the amount  
5 of \$100,000.00 drawn from Bank of America account number ending in  
6 last four digits 3350, held in the name of Charles Schwab, payable to  
7 Yoon Ji Lee and Lemuel Lee that was seized from defendant's residence  
8 on or about October 31, 2018 pursuant to federal search and seizure  
9 warrants;

10 vii. \$259,803.00 in bank funds from Bank of Hope  
11 account number ending in last four digits 4734, held in the name of  
12 Hasim Distribution Inc., seized on or about October 31, 2018 pursuant  
13 to a federal seizure warrant;

14 viii. \$969.00 in bank funds from Bank of Hope  
15 account number ending in last four digits 4017, held in the name of  
16 Dalee Supply, Inc., seized on or about October 31, 2018 pursuant to a  
17 federal seizure warrant;

18 ix. \$118,628.07 in bank funds from Wells Fargo Bank  
19 account number ending in last four digits 0593, held in the name of  
20 Hasim Distribution Inc., seized on or about October 31, 2018 pursuant  
21 to a federal seizure warrant;

22 x. \$1,232.58 in bank funds from Wells Fargo Bank  
23 account number ending in last four digits 0542, held in the name of  
24 Rainbow Natural Production, Inc., seized on or about October 31, 2018  
25 pursuant to a federal seizure warrant;

26 xi. \$1,775.64 in bank funds from Wells Fargo Bank  
27 account number ending in last four digits 3553, held in the name of  
28

1 B&J Distribution, Inc., seized on or about October 31, 2018 pursuant  
2 to a federal seizure warrant;

3 xii. \$320,890.00 in U.S. Currency seized at  
4 defendant's residence in Fullerton, California on or about October  
5 31, 2018 pursuant to a federal search warrant;

6 xiii. \$22,860.00 in U.S. Currency seized at  
7 defendant's business in Cypress, California on or about October 31,  
8 2018 pursuant to a federal search warrant;

9 xiv. \$2,574.00 in U.S. Currency seized at defendant's  
10 business in Cypress, California on or about October 31, 2018 pursuant  
11 to a federal search warrant;

12 xv. A 2018 Cadillac Escalade, with Vehicle  
13 Identification Number 1GYS3AKJ2JR107361, registered to Hasim  
14 Distribution Incorporated;

15 xvi. Any and all pills, capsules, active  
16 pharmaceutical ingredients, and other ingredients and packaging  
17 materials, seized during the execution of the search warrants related  
18 to defendant and defendant's business properties on October 31, 2018,  
19 including A-1 Self-Storage, 5081 Lincoln Avenue, Units 20, 26, 243,  
20 247, 249, 250, 295, 303, 304, 307, Cypress, California 90630, 5241  
21 Lincoln Avenue, #B3, Cypress, California 90630, 10430 Pioneer  
22 Boulevard, #3, Santa Fe Springs, California 90670, 5241 Lincoln  
23 Avenue, #B6, Cypress, California 90630, 9930 Pioneer Boulevard, #103,  
24 Santa Fe Springs, CA 90670, and 1515 W. Domingo Road, Fullerton, CA  
25 92833.

26 xvii. Blister Packaging Machine, with serial  
27 number 1A14Z4351090036; and  
28

1                   xviii.       YSZ-B Type Tablet and Soft Capsule Printing  
2 Machine, with serial number 1000X760X1580MM (collectively, the  
3 "Forfeitable Assets").

4                   b.     To the Court's entry of an order of forfeiture at or  
5 before sentencing with respect to the Forfeitable Assets and the  
6 forfeiture of the assets.

7                   c.     To take whatever steps are necessary to pass to the  
8 United States clear title to the Forfeitable Assets, including,  
9 without limitation, the execution of a consent decree of forfeiture  
10 and the completing of any other legal documents required for the  
11 transfer of title to the United States.

12                  d.     Not to contest any administrative forfeiture  
13 proceedings or civil judicial proceedings commenced against the  
14 Forfeitable Assets. If defendant submitted a claim and/or petition  
15 for remission for all or part of the Forfeitable Assets on behalf of  
16 himself or any other individual or entity, defendant shall and hereby  
17 does withdraw any such claims or petitions, and further agrees to  
18 waive any right he may have to seek remission or mitigation of the  
19 forfeiture of the Forfeitable Assets.

20                  e.     Not to assist any other individual in any effort  
21 falsely to contest the forfeiture of the Forfeitable Assets.

22                  f.     Not to claim that reasonable cause to seize the  
23 Forfeitable Assets was lacking.

24                  g.     To prevent the transfer, sale, destruction, or loss of  
25 any and all assets described above to the extent defendant has the  
26 ability to do so.

1           h. To fill out and deliver to the USAO a completed  
2 financial statement listing defendant's assets on a form provided by  
3 the USAO.

4           i. That forfeiture of Forfeitable Assets shall not be  
5 counted toward satisfaction of any special assessment, fine,  
6 restitution, costs, or other penalty the Court may impose.

7           j. With respect to any criminal forfeiture ordered as a  
8 result of this plea agreement, defendant waives (1) the requirements  
9 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
10 notice of the forfeiture in the charging instrument, announcements of  
11 the forfeiture sentencing, and incorporation of the forfeiture in the  
12 judgment; (2) all constitutional and statutory challenges to the  
13 forfeiture (including by direct appeal, habeas corpus or any other  
14 means); and (3) all constitutional, legal and equitable defenses to  
15 the forfeiture of the Forfeitable Assets in any proceeding on any  
16 grounds including, without limitation, that the forfeiture  
17 constitutes an excessive fine or punishment. Defendant acknowledges  
18 that forfeiture of the Forfeitable Assets is part of the sentence  
19 that may be imposed in this case and waives any failure by the Court  
20 to advise defendant of this, pursuant to Federal Rule of Criminal  
21 Procedure 11(b)(1)(J), at the time the Court accepts defendant's  
22 guilty plea.

23           k. To deliver to the USAO, within five (5) calendar days  
24 of defendant's execution of this Plea Agreement, Releases, in the  
25 form of Exhibit A hereto, executed by Lemuel Lee, Yoon Ji Lee, and  
26 Yoon Jung Lee, of their right to contest the forfeiture of the  
27 Forfeitable Assets.

1           4. In consideration of this plea agreement, the government  
2 agrees not to pursue forfeiture against the real property located at  
3 7900 18th Street, Westminster, California 92708 in connection with  
4 this case.

5                                   THE USAO'S OBLIGATIONS

6           5. The USAO agrees to:

7               a. Not contest facts agreed to in this agreement.

8               b. Abide by all agreements regarding sentencing contained  
9 in this agreement.

10              c. At the time of sentencing, move to dismiss the  
11 remaining counts of the indictment as against defendant. Defendant  
12 agrees, however, that at the time of sentencing the Court may  
13 consider any dismissed charges in determining the applicable  
14 Sentencing Guidelines range, the propriety and extent of any  
15 departure from that range, and the sentence to be imposed.

16              d. At the time of sentencing, provided that defendant  
17 demonstrates an acceptance of responsibility for the offenses up to  
18 and including the time of sentencing, recommend a two-level reduction  
19 in the applicable Sentencing Guidelines offense level, pursuant to  
20 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
21 additional one-level reduction if available under that section.

22              e. Recommend that defendant be sentenced to a term of  
23 imprisonment no higher than the low end of the applicable Sentencing  
24 Guidelines range, provided that the offense level used by the Court  
25 to determine that range is 21 or higher. For purposes of this  
26 agreement, the low end of the Sentencing Guidelines range is that  
27 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.





1 pleading guilty; and (b) any counts dismissed pursuant to this  
2 agreement as well as all relevant conduct, as defined in U.S.S.G.  
3 § 1B1.3, in connection with those counts.

4 9. Defendant understands that supervised release is a period  
5 of time following imprisonment during which defendant will be subject  
6 to various restrictions and requirements. Defendant understands that  
7 if defendant violates one or more of the conditions of any supervised  
8 release imposed, defendant may be returned to prison for all or part  
9 of the term of supervised release authorized by statute for the  
10 offense that resulted in the term of supervised release, which could  
11 result in defendant serving a total term of imprisonment greater than  
12 the statutory maximum stated above.

13 10. Defendant understands that, by pleading guilty, defendant  
14 may be giving up valuable government benefits and valuable civic  
15 rights, such as the right to vote, the right to possess a firearm,  
16 the right to hold office, and the right to serve on a jury.  
17 Defendant understands that once the court accepts defendant's guilty  
18 plea, it will be a federal felony for defendant to possess a firearm  
19 or ammunition. Defendant understands that the conviction in this  
20 case may also subject defendant to various other collateral  
21 consequences, including but not limited to revocation of probation,  
22 parole, or supervised release in another case and suspension or  
23 revocation of a professional license. Defendant understands that  
24 unanticipated collateral consequences will not serve as grounds to  
25 withdraw defendant's guilty plea.

26 11. Defendant understands that, if defendant is not a United  
27 States citizen, the felony conviction in this case may subject  
28 defendant to: removal, also known as deportation, which may, under

1 some circumstances, be mandatory; denial of citizenship; and denial  
2 of admission to the United States in the future. The court cannot,  
3 and defendant's attorney also may not be able to, advise defendant  
4 fully regarding the immigration consequences of the felony conviction  
5 in this case. Defendant understands that unexpected immigration  
6 consequences will not serve as grounds to withdraw defendant's guilty  
7 plea.

8 FACTUAL BASIS

9 12. Defendant admits that defendant is, in fact, guilty of the  
10 offense to which defendant is agreeing to plead guilty. Defendant  
11 and the USAO agree to the statement of facts provided below and agree  
12 that this statement of facts is sufficient to support a plea of  
13 guilty to the charge described in this agreement and to establish the  
14 Sentencing Guidelines factors set forth in paragraph 13 below but is  
15 not meant to be a complete recitation of all facts relevant to the  
16 underlying criminal conduct or all facts known to either party that  
17 relate to that conduct.

18 Beginning no later than ~~December 29, 2015~~ <sup>November 2, 2016</sup>, defendant and others  
19 conspired to fraudulently and knowingly import and bring into the  
20 United States and cause to be imported and brought into the United  
21 States, certain merchandise contrary to law, in violation of Title  
22 18, United States Code, Section 545; and introduce and cause the  
23 introduction of misbranded drugs into interstate commerce, with the  
24 intent to defraud and mislead, in violation of Title 21, United  
25 States Code, Sections 331(a), 333(a)(2).

26 In furtherance of the conspiracy, defendant imported Tadalafil,  
27 the active pharmaceutical ingredient in the prescription drug Cialis,  
28 and Sildenafil, the active pharmaceutical ingredient in the

1 prescription drug Viagra, from China, with an intent to manufacture  
2 and distribute millions of male sexual enhancement pills under a  
3 variety of brand names that he then shipped to distributors across  
4 the country. The pills' labeling did not disclose the presence of  
5 Tadalafil or Sildenafil, and defendant's labels falsely stated that  
6 no prescription was necessary or failed to state that a prescription  
7 was necessary.

8 A. Operation of Businesses to Carry Out the Scheme

9 Defendant operated and controlled at least four businesses to  
10 carry out his scheme, all of which were located in the Central  
11 District of California. Defendant owned, controlled, and operated  
12 Hasim Distribution, Inc. from approximately June 2016 to October  
13 2018, Dalee Supply, Inc. from approximately October 2016 to October  
14 2018, Rainbow Natural Production, Inc. from approximately October  
15 2016 to October 2018, and Hasim Enterprise, LLC from approximately  
16 January 2017 to October 2018. Defendant created and operated these  
17 businesses in order to market and distribute male sexual enhancement  
18 capsules that contained the undisclosed active pharmaceutical  
19 ingredients Tadalafil and Sildenafil. The male sexual enhancement  
20 capsules were marketed under a variety of brand names, including,  
21 among others, "Rhino 7 Platinum," "Rhino 7 Blue," "Rhino Big Horn,"  
22 "Orgazen 3000," "Orgazen 3500," "Rhino 69 Platinum 9000," "libigrow,"  
23 "Rhino 8 8000," "Rhino 9," "Rhino 8," and "Rhino 12,"

24 B. Defendant's Importing of Tadalafil and Sildenafil from  
25 China

26 Defendant began importing bulk Tadalafil and Sildenafil powder  
27 from China in 2016, at the latest. Defendant would order wholesale  
28 shipments of bulk Tadalafil and Sildenafil from suppliers in China.

Defendant's suppliers, with agreement from defendant, would fail to disclose the presence of Tadalafil and Sildenafil on the manifests for the shipments, and instead state that the packages contained non-controlled substances or other merchandise such as "Health Products," "Glass Bottles," and "Acrylic Paint." Defendant and other co-conspirators would then receive the packages containing Tadalafil and Sildenafil from the Chinese suppliers at various business and residential properties under the control of defendant or co-conspirators of defendant.

Beginning in November of 2016, shipments of Tadalafil and Sildenafil that defendant had imported from China were seized by U.S. Customs and Border Protection ("CBP") in California. Defendant, or an associate of defendant who defendant arranged to receive the shipments for him, received notice of the seizures.

Defendant knowingly and fraudulently imported into the United States unlabeled bulk Tadalafil and Sildenafil from China in shipments that were seized by CBP on or about the following dates:

| DATE SEIZED | MERCHANDISE                        | MANIFESTED AS             | WEIGHT (KG) | DESTINATION            |
|-------------|------------------------------------|---------------------------|-------------|------------------------|
| 11/2/16     | <del>Tadalafil</del><br>Sildenafil | Acrylic Paint             | 21.55       | Fullerton, California  |
| 11/14/16    | Tadalafil                          | Health Products           | 2.05        | Buena Park, California |
| 12/20/16    | Sildenafil                         | Sample of Pentaerythritol | 21.4        | Gardena, California    |
| 6/16/17     | Tadalafil                          | Glass Bottles             | 1.84        | Buena Park, California |

Defendant knowingly caused the importation of additional shipments of Tadalafil and Sildenafil from China into the United States to use as an ingredient for his improperly labeled male sexual enhancement pills. As defendant knew, all of the importation of

1 Tadalafil and Sildenafil from China into the United States was  
2 contrary to a law of the United States, specifically, 21 U.S.C.  
3 § 331(a).

4 C. Defendant's Manufacturing, Labelling, and Distribution of  
5 the Pills

6 After receiving the bulk shipments of Tadalafil and Sildenafil  
7 from China, defendant and other co-conspirators would repackage the  
8 wholesale quantities of Tadalafil and Sildenafil into smaller  
9 quantities and sell them in the form of a capsule as non-prescription  
10 herbal male sexual enhancement supplements. Defendant did not seek  
11 FDA approval to market these drugs; nor was defendant licensed as a  
12 pharmacist in the State of California or otherwise authorized to  
13 prescribe or dispense prescription drugs.

14 Defendant and other co-conspirators would then sell the finished  
15 capsules to distributors across the United States in packages whose  
16 labeling stated that no prescription was necessary or failed to state  
17 that a prescription was necessary, and did not disclose the presence  
18 of Tadalafil and Sildenafil. Defendant did not disclose the presence  
19 of Tadalafil or Sildenafil on his products' packaging because  
20 defendant knew that he could not legally use Tadalafil or Sildenafil  
21 in his products. Specifically, on or about the following dates, in  
22 Orange and Los Angeles Counties, defendant introduced, and caused the  
23 introduction of, the following drugs into interstate commerce, with  
24 the intent to defraud and mislead, with the drugs being misbranded  
25 pursuant to Title 21, United States Code, Section 352(a)(1), because  
26 the drugs' labeling falsely and misleadingly stated "no prescription  
27 necessary," even though the drugs were prescription drugs that  
28 contained doses of Tadalafil or Sildenafil, or both, and because none

of the labeling disclosed the presence of the ingredients Tadalafil or Sildenafil, or both, in the drugs:

| DATE     | PRODUCT       | QUANTITY | RECIPIENT'S LOCATION |
|----------|---------------|----------|----------------------|
| 7/27/16  | Rhino 8 8000  | 1,200    | Beaumont, Texas      |
| 7/27/16  | Rhino 69 9000 | 1,200    | Beaumont, Texas      |
| 7/28/16  | Rhino 8 8000  | 1,200    | Beaumont, Texas      |
| 7/28/16  | Rhino 69 9000 | 1,200    | Beaumont, Texas      |
| 9/7/16   | Rhino 69 9000 | 2,400    | Beaumont, Texas      |
| 10/18/16 | Rhino 69 9000 | 1,000    | Baltimore, Maryland  |
| 11/28/16 | Rhino 69 9000 | 1,200    | Baltimore, Maryland  |
| 2/21/17  | Rhino 69 9000 | 1,000    | Baltimore, Maryland  |

Between February 2016 and October 2018, defendant sold misbranded pills resulting in a loss between \$3,500,000 and \$9,500,000. Thousands of individuals around the United States consumed defendant's misbranded pills.

#### SENTENCING FACTORS

13. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds

1 appropriate up to the maximum set by statute for the crimes of  
 2 conviction.

3 14. Defendant and the USAO agree to the following applicable  
 4 Sentencing Guidelines factors:

5 Base Offense Level: 6 [U.S.S.G. §§ 2T3.1(c)  
 6 2N2.1(a)]

7 Specific Offense  
 8 Characteristics:

9 Gain: +18 [U.S.S.G. § 2B1.1(b)(1)(J),  
 cmt. 3(B), 3(F)(v)]

10 Acceptance of Responsibility: -3 [U.S.S.G. § 3E1.1]

11 The USAO will agree to a two-level downward adjustment for acceptance  
 12 of responsibility (and, if applicable, move for an additional one-  
 13 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the  
 14 conditions set forth in paragraph 4(d) are met and if defendant has  
 15 not committed, and refrains from committing, acts constituting  
 16 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as  
 17 discussed below. Subject to paragraphs 14 and 27 below, defendant  
 18 and the USAO agree not to seek, argue, or suggest in any way, either  
 19 orally or in writing, that any other specific offense  
 20 characteristics, adjustments, or departures relating to the offense  
 21 level be imposed. Defendant agrees, however, that if, after signing  
 22 this agreement but prior to sentencing, defendant were to commit an  
 23 act, or the USAO were to discover a previously undiscovered act  
 24 committed by defendant prior to signing this agreement, which act, in  
 25 the judgment of the USAO, constituted obstruction of justice within  
 26 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the  
 27 enhancement set forth in that section and to argue that defendant is  
 28



1 not entitled to a downward adjustment for acceptance of  
2 responsibility under U.S.S.G. § 3E1.1.

3 15. The government reserves the right to argue and seek a two-  
4 level enhancement for 10 or more victims, pursuant to U.S.S.G.  
5 § 2B1.1(b)(2)(A).

6 16. Defendant understands that there is no agreement as to  
7 defendant's criminal history or criminal history category.

8 17. Defendant reserves the right to argue for a sentence  
9 outside the sentencing range established by the Sentencing Guidelines  
10 based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2),  
11 (a)(3), (a)(6), and (a)(7).

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 18. Defendant understands that by pleading guilty, defendant  
14 gives up the following rights:

15 a. The right to persist in a plea of not guilty.

16 b. The right to a speedy and public trial by jury.

17 c. The right to be represented by counsel -- and if  
18 necessary have the court appoint counsel -- at trial. Defendant  
19 understands, however, that, defendant retains the right to be  
20 represented by counsel -- and if necessary have the court appoint  
21 counsel -- at every other stage of the proceeding.

22 d. The right to be presumed innocent and to have the  
23 burden of proof placed on the government to prove defendant guilty  
24 beyond a reasonable doubt.

25 e. The right to confront and cross-examine witnesses  
26 against defendant.

1 f. The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,  
8 Fourth Amendment or Fifth Amendment claims, and other pretrial  
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION

11 19. Defendant understands that, with the exception of an appeal  
12 based on a claim that defendant's guilty plea was involuntary, by  
13 pleading guilty defendant is waiving and giving up any right to  
14 appeal defendant's conviction on the offense to which defendant is  
15 pleading guilty. Defendant understands that this waiver includes,  
16 but is not limited to, arguments that the statutes to which defendant  
17 is pleading guilty are unconstitutional, and any and all claims that  
18 the statement of facts provided herein is insufficient to support  
19 defendant's plea of guilty.

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 20. Defendant agrees that, provided the Court imposes a total  
22 term of imprisonment on the count of conviction of no more than 57  
23 months, defendant gives up the right to appeal all of the following:  
24 (a) the procedures and calculations used to determine and impose any  
25 portion of the sentence; (b) the term of imprisonment imposed by the  
26 Court; (c) the fine imposed by the court, provided it is within the  
27 statutory maximum; (d) to the extent permitted by law, the  
28 constitutionality or legality of defendant's sentence, provided it is

1 within the statutory maximum; (e) the amount and terms of any  
2 restitution order; (f) the term of probation or supervised release  
3 imposed by the Court, provided it is within the statutory maximum;  
4 and (g) any of the following conditions of probation or supervised  
5 release imposed by the Court: the conditions set forth in General  
6 Orders 318 and 18-10 of this Court; the drug testing conditions  
7 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
8 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

9 21. The USAO agrees that, provided (a) all portions of the  
10 sentence are at or below the statutory maximum specified above, and  
11 (b) the Court imposes a term of imprisonment of no less than 37  
12 months, the USAO gives up its right to appeal any portion of the  
13 sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 22. Defendant agrees that if, after entering a guilty plea  
16 pursuant to this agreement, defendant seeks to withdraw and succeeds  
17 in withdrawing defendant's guilty plea on any basis other than a  
18 claim and finding that entry into this plea agreement was  
19 involuntary, then (a) the USAO will be relieved of all of its  
20 obligations under this agreement; and (b) should the USAO choose to  
21 pursue any charge that was either dismissed or not filed as a result  
22 of this agreement, then (i) any applicable statute of limitations  
23 will be tolled between the date of defendant's signing of this  
24 agreement and the filing commencing any such action; and  
25 (ii) defendant waives and gives up all defenses based on the statute  
26 of limitations, any claim of pre-indictment delay, or any speedy  
27 trial claim with respect to any such action, except to the extent  
28

1 that such defenses existed as of the date of defendant's signing this  
2 agreement.

3 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

4 23. Defendant agrees that if the count of conviction is  
5 vacated, reversed, or set aside, both the USAO and defendant will be  
6 released from all their obligations under this agreement.

7 EFFECTIVE DATE OF AGREEMENT

8 24. This agreement is effective upon signature and execution of  
9 all required certifications by defendant, defendant's counsel, and an  
10 Assistant United States Attorney.

11 BREACH OF AGREEMENT

12 25. Defendant agrees that if defendant, at any time after the  
13 signature of this agreement and execution of all required  
14 certifications by defendant, defendant's counsel, and an Assistant  
15 United States Attorney, knowingly violates or fails to perform any of  
16 defendant's obligations under this agreement ("a breach"), the USAO  
17 may declare this agreement breached. All of defendant's obligations  
18 are material, a single breach of this agreement is sufficient for the  
19 USAO to declare a breach, and defendant shall not be deemed to have  
20 cured a breach without the express agreement of the USAO in writing.  
21 If the USAO declares this agreement breached, and the Court finds  
22 such a breach to have occurred, then: (a) if defendant has previously  
23 entered a guilty plea pursuant to this agreement, defendant will not  
24 be able to withdraw the guilty plea, and (b) the USAO will be  
25 relieved of all its obligations under this agreement.

26 26. Following the Court's finding of a knowing breach of this  
27 agreement by defendant, should the USAO choose to pursue any charge,  
28 then:

1 a. Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on  
5 the statute of limitations, any claim of pre-indictment delay, or any  
6 speedy trial claim with respect to any such action, except to the  
7 extent that such defenses existed as of the date of defendant's  
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement in this agreement; and (iii) any evidence derived from such  
13 statements, shall be admissible against defendant in any such action  
14 against defendant, and defendant waives and gives up any claim under  
15 the United States Constitution, any statute, Rule 410 of the Federal  
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
17 Procedure, or any other federal rule, that the statements or any  
18 evidence derived from the statements should be suppressed or are  
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 27. Defendant understands that the Court and the United States  
23 Probation and Pretrial Services Office are not parties to this  
24 agreement and need not accept any of the USAO's sentencing  
25 recommendations or the parties' agreements to facts or sentencing  
26 factors.

27 28. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the  
2 Court, (b) correct any and all factual misstatements relating to the  
3 Court's Sentencing Guidelines calculations and determination of  
4 sentence, and (c) argue on appeal and collateral review that the  
5 Court's Sentencing Guidelines calculations and the sentence it  
6 chooses to impose are not error, although each party agrees to  
7 maintain its view that the calculations in paragraph 14 are  
8 consistent with the facts of this case. While this paragraph permits  
9 both the USAO and defendant to submit full and complete factual  
10 information to the United States Probation and Pretrial Services  
11 Office and the Court, even if that factual information may be viewed  
12 as inconsistent with the facts agreed to in this agreement, this  
13 paragraph does not affect defendant's and the USAO's obligations not  
14 to contest the facts agreed to in this agreement.

15 29. Defendant understands that even if the Court ignores any  
16 sentencing recommendation, finds facts or reaches conclusions  
17 different from those agreed to, and/or imposes any sentence up to the  
18 maximum established by statute, defendant cannot, for that reason,  
19 withdraw defendant's guilty plea, and defendant will remain bound to  
20 fulfill all defendant's obligations under this agreement. Defendant  
21 understands that no one -- not the prosecutor, defendant's attorney,  
22 or the Court -- can make a binding prediction or promise regarding  
23 the sentence defendant will receive, except that it will be within  
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 30. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the USAO  
28 and defendant or defendant's attorney, and that no additional

promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

NICOLA T. HANNA  
United States Attorney



JAKE D. NARE  
Assistant United States Attorney

September 28, 2020

Date



NAM HYUN LEE  
Defendant

9/28/20  
Date



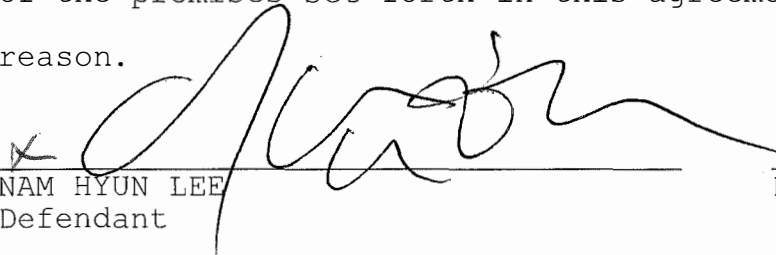
MICHAEL IAN GAREY  
Attorney for Defendant NAM HYUN LEE

9/28/20  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

1 of relevant Sentencing Guidelines provisions, and of the consequences  
2 of entering into this agreement. No promises, inducements, or  
3 representations of any kind have been made to me other than those  
4 contained in this agreement. No one has threatened or forced me in  
5 any way to enter into this agreement. I am satisfied with the  
6 representation of my attorney in this matter, and I am pleading  
7 guilty because I am guilty of the charges and wish to take advantage  
8 of the promises set forth in this agreement, and not for any other  
9 reason.

10  
11   
12 NAM HYUN LEE  
13 Defendant

9/28/20  
Date

14  
15 CERTIFICATION OF DEFENDANT'S ATTORNEY


16 I am Nam Hyun Lee's attorney. I have carefully and thoroughly  
17 discussed every part of this agreement with my client. Further, I  
18 have fully advised my client of his rights, of possible pretrial  
19 motions that might be filed, of possible defenses that might be  
20 asserted either prior to or at trial, of the sentencing factors set  
21 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
22 provisions, and of the consequences of entering into this agreement.  
23 To my knowledge: no promises, inducements, or representations of any  
24 kind have been made to my client other than those contained in this  
25 agreement; no one has threatened or forced my client in any way to  
26 enter into this agreement; my client's decision to enter into this  
27 agreement is an informed and voluntary one; and the factual basis set  
28



1 forth in this agreement is sufficient to support my client's entry of  
2 a guilty plea pursuant to this agreement.

3   
4 MICHAEL IAN GAREY  
5 Attorney for Defendant NAM HYUN LEE

6 9/28/20  
7 Date

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9 ID # 301033 Korean Interpreter.  
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